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10  
11 Attorneys for Defendant  
BANK OF AMERICA, N.A.

UNITED STATES DISTRICT COURT

**CENTRAL DISTRICT OF CALIFORNIA**

HESGHIA HESGHIAIAN, an individual, and PARVANEH HESGHIAIAN, an individual,

17 || Plaintiffs.

18 | VS.

19 BANK OF AMERICA, N.A., a  
20 National Banking Association, and  
DOES 1 through 20, inclusive,

#### Defendants.

Case No. 2:18-cv-10458-PA (AFMx)

## **STIPULATED PROTECTIVE ORDER**

Action Filed: July 12, 2018  
Removal Date: September 19, 2018  
Trial Date: November 5, 2019

1        In order to facilitate the exchange of information and documents which may  
2 be subject to confidentiality limitations on disclosure due to federal laws, state  
3 laws, and privacy rights, Plaintiffs Hesghia Hesghiaian and Parvaneh Hesghiaian  
4 (“Plaintiffs”) and Defendant Bank of America, N.A. (“Defendant”) (collectively,  
5 the “Parties”), by and through their respective counsel of record, have stipulated to  
6 a Protective Order.

7        1.      A.     PURPOSES AND LIMITATIONS

8           Discovery in this action is likely to involve production of confidential,  
9 proprietary or private information for which special protection from public  
10 disclosure and from use for any purpose other than prosecuting this litigation may  
11 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
12 enter the following Stipulated Protective Order. The parties acknowledge that this  
13 Order does not confer blanket protections on all disclosures or responses to  
14 discovery and that the protection it affords from public disclosure and use extends  
15 only to the limited information or items that are entitled to confidential treatment  
16 under the applicable legal principles. This order does not govern use of  
17 confidential information at trial and use of confidential information at trial shall be  
18 governed by orders of the trial judge.

19        B.     GOOD CAUSE STATEMENT

20           This action involves trade secrets, Bank of America internal policies and  
21 procedures as well as commercial, technical and/or proprietary information of the  
22 Bank for which special protection from public disclosure and from use for any  
23 purpose other than prosecution of this action is warranted. Such confidential and  
24 proprietary materials and information consist of, among other things, confidential  
25 business or financial information, information regarding confidential business  
26 practices, or other confidential research, development, or commercial information  
27 otherwise generally unavailable to the public, or which may be privileged or  
28 otherwise protected from disclosure under state or federal statutes, court rules, case

1 decisions, or common law.

2       **Specifically, the records that the parties seek to protect and keep**  
3 **confidential contain non-public information regarding Bank of America's**  
4 **internal procedures and practices regarding the opening, maintaining and**  
5 **protecting customer Safe Deposit Boxes.** This is information that the parties  
6 agreed to keep in confidence and that BofA contends do not concern public interest  
7 or public safety. If the information within is made public, potential plaintiffs could  
8 use the documents are road maps to craft a non-meritorious claim regarding alleged  
9 missing property. In addition, other financial institutions could capitalize on  
10 proprietary information, systems and practices that the Bank has developed to  
11 govern its Safe Deposit Box practices. *In re Wachovia Corp. "Pick-A-Payment"*  
12 *Mortg. Mktg. & Sales Practices Litig.*, No. 09-02015, 2013 WL 6200008, at \*2  
13 (N.D. Cal. Nov. 27, 2013) [permitting parties to file under seal Wells Fargo's  
14 confidential data and information...as well as Wells Fargo's confidential  
15 information from its systems of record and relating to its internal business  
16 practices].) Bank of America further contends that the confidentiality of the records  
17 overrides the public's interest in accessing confidential portions not relevant to the  
18 public; that Bank of America and its customers will suffer prejudice if the records  
19 are not made confidential and that the public will not suffer prejudice if the records  
20 are not marked confidential.

21       Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and  
26 serve the ends of justice, a protective order for such information is justified in this  
27 matter. It is the intent of the parties that information will not be designated as  
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and  
2 there is good cause why it should not be part of the public record of this case.

3       C.     ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
4                   SEAL

5       The parties further acknowledge, as set forth in Section 12.3, below, that this  
6 Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
8 and the standards that will be applied when a party seeks permission from the court  
9 to file material under seal.

10      There is a strong presumption that the public has a right of access to judicial  
11 proceedings and records in civil cases. In connection with non-dispositive motions,  
12 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
13 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
14 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
15 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
16 require good cause showing), and a specific showing of good cause or compelling  
17 reasons with proper evidentiary support and legal justification, must be made with  
18 respect to Protected Material that a party seeks to file under seal. The parties' mere  
19 designation of Disclosure or Discovery Material as CONFIDENTIAL does not  
20 without the submission of competent evidence by declaration, establishing that the  
21 material sought to be filed under seal qualifies as confidential, privileged, or  
22 otherwise protectable—constitute good cause.

23      Further, if a party requests sealing related to a dispositive motion or trial,  
24 then compelling reasons, not only good cause, for the sealing must be shown, and  
25 the relief sought shall be narrowly tailored to serve the specific interest to be  
26 protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
27 2010). For each item or type of information, document, or thing sought to be filed or  
28 introduced under seal in connection with a dispositive motion or trial, the party

1 seeking protection must articulate compelling reasons, supported by specific facts  
2 and legal justification, for the requested sealing order. Again, competent evidence  
3 supporting the application to file documents under seal must be provided by  
4 declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in  
6 its entirety will not be filed under seal if the confidential portions can be redacted.  
7 If documents can be redacted, then a redacted version for public viewing, omitting  
8 only the confidential, privileged, or otherwise protectable portions of the document,  
9 shall be filed. Any application that seeks to file documents under seal in their  
10 entirety should include an explanation of why redaction is not feasible.

11 2. DEFINITIONS

12 2.1 Proceeding: The above-entitled proceeding, United States District  
13 Court, Central District Case No. 2:18-cv-10458-PA (AFMx).

14 “Court” means the Honorable Percy Anderson or any other judge to  
15 which this Proceeding may be assigned, including Court staff participating in such  
16 proceedings.

17 2.2 Challenging Party: A Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19 2.3 "CONFIDENTIAL" Information or Items: Information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
22 the Good Cause Statement.

23 “Confidential” means any Documents, Testimony, or Information  
24 which is in the possession of a Designating Party who believes in good faith that  
25 such Documents, Testimony, or Information is entitled to confidential treatment  
26 under applicable law.

27 “Confidential Materials” means any Documents, Testimony, or  
28 Information as defined below designated as “Confidential” pursuant to the

provisions of this Protective Order.

“Highly Confidential” means any information which belongs to a Designating Party who believes in good faith that the Disclosure of such information to another Party or non-Party would create a substantial risk of serious financial or other injury that cannot be avoided by less restrictive means.

“Highly Confidential Materials” means any Documents, Testimony, or Information, as defined below, designated as “Highly Confidential” pursuant to the provisions of this Protective Order.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: The Party that designates Documents, Testimony, or Information, as defined above, as “Confidential” or “Highly Confidential.”

2.6 Disclosure or Discovery Material: Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or make available Materials, or any part thereof, or any information contained therein.

2.7 Documents:

(i) any “Writing,” “Original,” and “Duplicate” as those terms are defined by California Evidence Code Sections 250, 255, and 260, which have been produced in discovery in this Proceeding by any person or entity, and

(ii) any copies, reproductions, or summaries of all or any part of the foregoing.

2.8 Information: The content of Documents or Testimony.

2.9 Testimony: All depositions, declarations, or other testimony taken or used in this Proceeding.

2.10 Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.11 House Counsel: Attorneys who are employees of a party to this Action.

1                   House Counsel does not include Outside Counsel of Record or any  
2 other outside counsel.

3       2.12 Non-Party: Any natural person, partnership, corporation, association  
4 or other legal entity not named as a Party to this action.

5       2.13 Outside Counsel of Record: Attorneys who are not employees of a party  
6 to this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that party or are affiliated with a law firm that  
8 has appeared on behalf of that party, and includes support staff.

9       2.14 Party: Any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12       2.15 Producing Party: A Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14       2.16 Professional Vendors: Persons or entities that provide litigation  
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18       2.17 Protected Material: Any Disclosure or Discovery Material that is  
19 designated as "CONFIDENTIAL."

20       2.18 Receiving Party: A Party that receives Disclosure or Discovery  
21 Material from a Producing Party.

22       3. SCOPE

23                   The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the  
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 **4. DURATION**

4 Once a case proceeds to trial, information that was designated as  
5 CONFIDENTIAL or maintained pursuant to this protective order used or  
6 introduced as an exhibit at trial becomes public and will be presumptively available  
7 to all members of the public, including the press, unless compelling reasons  
8 supported by specific factual findings to proceed otherwise are made to the trial  
9 judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing  
10 "good cause" showing for sealing documents produced in discovery from  
11 "compelling reasons" standard when merits-related documents are part of court  
12 record). Accordingly, the terms of this protective order do not extend beyond the  
13 commencement of the trial

14 **5. DESIGNATING PROTECTED MATERIAL**

15 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

16 Each Party or Non-Party that designates information or items for protection  
17 under this Order must take care to limit any such designation to specific material  
18 that qualifies under the appropriate standards. The Designating Party must  
19 designate for protection only those parts of material, documents, items or oral or  
20 written communications that qualify so that other portions of the material,  
21 documents, items or communications for which protection is not warranted are not  
22 swept unjustifiably within the ambit of this Order.

23 Mass, indiscriminate or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to  
26 impose unnecessary expenses and burdens on other parties) may expose the  
27 Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

**Any disputes over confidentiality designations (and other disputed issues under this order) shall be raised via the dispute resolution and joint stipulation process of Local Rule 37.**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on

1                   the Designating Party. Frivolous challenges, and those made for an improper  
2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
3 parties) may expose the Challenging Party to sanctions. Unless the Designating  
4 Party has waived or withdrawn the confidentiality designation, all parties shall  
5 continue to afford the material in question the level of protection to which it is  
6 entitled under the Producing Party's designation until the Court rules on the  
7 challenge.

8     7. ACCESS TO AND USE OF PROTECTED MATERIAL

9         7.1 Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with  
11 this Action only for prosecuting, defending or attempting to settle this Action. Such  
12 Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the Action has been terminated, a  
14 Receiving Party must comply with the provisions of section 13 below (FINAL  
15 DISPOSITION).

16               Protected Material must be stored and maintained by a Receiving Party at a  
17 location and in a secure manner that ensures that access is limited to the persons  
18 authorized under this Order.

19         7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
20 otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated  
22 "CONFIDENTIAL" only to:

23               (a) the Receiving Party's Outside Counsel of Record in this Action, as  
24 well as employees of said Outside Counsel of Record to whom it is reasonably  
25 necessary to disclose the information for this Action;

26               (b) the officers, directors, and employees (including House Counsel) of  
27 the Receiving Party to whom disclosure is reasonably necessary for this Action;  
28

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The term of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
2 whatever procedure may be established in an e-discovery order that provides for  
3 production without prior privilege review. Pursuant to Federal Rule of Evidence  
4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
5 of a communication or information covered by the attorney-client privilege or work  
6 product protection, the parties may incorporate their agreement in the stipulated  
7 protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order, no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in  
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective  
16 Order.

17 12.3 Under Seal Filings. Parties shall make every effort to limit the number  
18 and volume of under seal filings. In most circumstances, parties should seek to file  
19 under seal only the specific portions of exhibits or documents for which there is a  
20 valid basis for filing under seal. Requests to file memoranda of points and  
21 authorities under seal are disfavored. Pursuant to Local Rule 79-5.2.2, except in  
22 sealed civil cases, “no document may be filed under seal without prior approval by  
23 the Court.” When seeking the Court’s approval for an under seal filing, the  
24 submitting party shall comply with the procedures established in Local Rule 79-  
25 5.2.2(a). Because documents filed under seal are only visible on CM/ECF or Pacer  
26 to Court personnel and the party that filed the document, a party’s electronically  
27 filing a document under seal may not rely on the Court’s CM/ECF System to effect  
28 service as provided in Local Rule 5-3.2.1. Therefore documents filed electronically

1 under seal must be served in accordance with Federal Rule of Civil Procedure 5.  
2 Additionally, at the time of filing, the documents filed electronically under seal  
3 must be accompanied either by a Proof of Service in the form required by Local  
4 Rule 5-3.1.2 or a declaration explaining why service is not required.

5 **13. FINAL DISPOSITION**

6 After the final disposition of this Action, as defined in paragraph 4, within 60  
7 days of a written request by the Designating Party, each Receiving Party must  
8 return all Protected Material to the Producing Party or destroy such material. As  
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
10 compilations, summaries, and any other format reproducing or capturing any of the  
11 Protected Material. Whether the Protected Material is returned or destroyed, the  
12 Receiving Party must submit a written certification to the Producing Party (and, if  
13 not the same person or entity, to the Designating Party) by the 60 day deadline that  
14 (1) identifies (by category, where appropriate) all the Protected Material that was  
15 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
16 copies, abstracts, compilations, summaries or any other format reproducing or  
17 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
18 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
19 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
20 and trial exhibits, expert reports, attorney work product, and consultant and expert  
21 work product, even if such materials contain Protected Material. Any such archival  
22 copies that contain or constitute Protected Material remain subject to this Protective  
23 Order as set forth in Section 4 (DURATION).

24 **14. VIOLATION**

25 Any violation of this Order may be punished by appropriate measures  
26 including, without limitation, contempt proceedings and/or monetary sanctions.

27 / / /

28 / / /

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
2

3 DATED: April 18, 2019

4 TURNER FRIEDMAN MORRIS & COHAN,  
5 LLP

6 By: /s/ Steven A. Morris

7 STEVEN A. MORRIS  
8 Attorneys for Plaintiffs HESGHIA  
9 HESGHIAIAN and PARVANEH  
10 HESGHIAIAN

11 DATED: April 18, 2019

12 SEVERSON & WERSON  
13 A Professional Corporation

14 By: /s/ Matthew J. Esposito

15 MATTHEW J. ESPOSITO  
16 Attorneys for Defendant BANK OF  
17 AMERICA, N.A.

18  
19  
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
21

22 Dated: 5/8/2019



23 ALEXANDER F. MacKINNON  
24 United States Magistrate Judge  
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**EXHIBIT A**

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I hereby acknowledge that I,

[NAME],

## [POSITION AND

6 EMPLOYER], am about to receive Confidential Materials and/or Highly  
7 Confidential Materials supplied in connection with the U.S. District Court, Central  
8 District Case No. 2:18-cv-10458-PA (AFMx), (Hesghia Hesghiaian and Parvaneh  
9 Hesghiaian v. Bank of America, N.A.). I certify that I understand that the  
10 Confidential Materials and/or Highly Confidential Materials are provided to me  
11 subject to the terms and restrictions of the Protective Order filed in this Proceeding.  
12 I have been given a copy of the Protective Order; I have read it, and I agree to be  
13 bound by its terms.

14 I understand that the Confidential Materials and Highly Confidential  
15 Materials, as defined in the Protective Order, including any notes or other records  
16 that may be made regarding any such materials, shall not be Disclosed to anyone  
17 except as expressly permitted by the Protective Order. I will not copy or use, except  
18 solely for the purposes of this Proceeding, any Confidential Materials or Highly  
19 Confidential Materials obtained pursuant to this Protective Order, except as  
20 provided therein or otherwise ordered by the Court in the Proceeding.

21 I further understand that I am to retain all copies of all Confidential Materials  
22 and Highly Confidential Materials provided to me in the Proceeding in a secure  
23 manner, and that all copies of such materials are to remain in my personal custody  
24 until termination of my participation in this Proceeding, whereupon the copies of  
25 such materials will be returned to counsel who provided me with such materials.

26 | //

27 | //

1 I declare under penalty of perjury, under the laws of the State of California,  
2 that the foregoing is true and correct. Executed this \_\_\_\_\_ day of  
3 \_\_\_\_\_, 2019, at \_\_\_\_\_.

4 DATED: \_\_\_\_\_ By: \_\_\_\_\_

5 Signature  
\_\_\_\_\_

6 Title  
\_\_\_\_\_

7 Address  
\_\_\_\_\_

8 City, State, Zip  
\_\_\_\_\_

9 Telephone Number  
\_\_\_\_\_

**CERTIFICATE OF SERVICE**  
**Hesghiaian v. Bank of America, N.A.**  
**United States District Court, Central District of California,**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is The Atrium, 19100 Von Karman Avenue, Suite 700, Irvine, CA 92612.

On April 18, 2019, I served true copies of the following document(s):

## [PROPOSED] PROTECTIVE ORDER

on the interested parties in this action as follows:

**Benjamin Blakeman**  
ben@lifeinsurance-law.com;  
lupe@lifeinsurance-law.com

**Abhay Khosla**  
abhaykhosla@snmlaw.com

**Richard Lloyd Sherman**  
assistant@shermanlawgroup.com;  
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**Steven A. Morris**  
morris@tfmclaw.com

**Jonathan M. Deer**  
jdeer@tfmclaw.com

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 18, 2019, at Irvine, California.

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JODY C. MCLAIN